

DIVISION E2

ADDITIONAL GENERAL CONDITIONS

Contractor shall, for the protection and benefit of IPA, IPSC, and LADWP, obtain guarantees or warranties in conformity herewith from each of its vendors and subcontractors with respect to their materials, services, equipment, or other portion of the Work.

2. Payment: Payment will be made according to the following schedule, as the identified milestones are achieved:

| MILESTONE | AMOUNT PAYABLE | APPROXIMATE DATE |
|---|--------------------|------------------|
| Boiler model and general arrangement drawings complete: | \$ 196,081 | October 2002 |
| Manufacturing drawings complete: | \$ 313,730 | November 2002 |
| Raw material ordered: | \$ 313,730 | December 2002 |
| Raw material delivered: | \$ 490,203 | December 2002 |
| Manufacturing complete: | \$ 627,460 | February 2003 |
| All materials on site: | \$ 949,032 | March 2003 |
| Construction complete: | \$ 952,954 | April 2003 |
| Performance testing complete: | \$ 78,434 | June 2003 |
| Within 30 days of testing completion: | \$ 435,736 | July 2003 |
| TOTAL: | \$4,357,360 | |

Unit 1 only
Unit 1 only

1,941,204
- 196,081
- 313,730
1,431,393

3. Work Slips and Invoices: Contractor shall furnish Work slips suitable for recording (e.g., - the weight of concentrated sulfuric acid in tons), at the time of each delivery. IPSC may direct the form of Work slips to be used. Accuracy of completed Work slips shall be subject to verification by IPSC, who will retain the original copies.

Unit 2
4,357,360

At the expiration of each calendar month during which material or Work is delivered, Contractor shall render an invoice and copies of signed Work slips (e.g., - the total weight of acid) delivered during said month.

- 196,081
- 313,730

Invoices shall be submitted in duplicate to Accounts Payable, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, UT 84624-9546. All letters pertaining to invoices shall be addressed to the foregoing address.

3,847,549